



CITY OF ROANOKE, VIRGINIA
REQUEST FOR PROPOSAL
FOR
E911 COMMUNICATION RECORDING SYSTEM
RFP NUMBER 17-02-10
OPENING DATE: November 4, 2016
OPENING TIME 2:00 P.M.

The Request for Proposal and related documents may be obtained during normal business hours from the Purchasing Division located in the Noel C. Taylor Municipal Building, 215 Church Avenue, SW, Room 202, Roanoke, VA 24011. This document may be viewed and/or downloaded from the City of Roanoke Purchasing Division's Vendor Self Service website at <https://vss.roanokeva.gov> or from the Purchasing Division's website at www.roanokeva.gov/purchasing. If you have any problems accessing the documents, you may contact Purchasing at (540) 853-2871 or purchasing@roanokeva.gov.

**THIS PUBLIC BODY DOES NOT DISCRIMINATE
AGAINST FAITH-BASED ORGANIZATIONS**

Date of RFP: October 6, 2016

REQUEST FOR PROPOSAL (RFP)

RFP No. 17-02-10

Issue Date: October 6, 2016

Commodity Code: 20455, 92007,20880, 92056,91829, 92031,92046

Title: E911 COMMUNICATION RECORDING SYSTEM

Issued By: **City of Roanoke**
Purchasing Division
Noel C. Taylor Municipal Building
215 Church Ave., SW, Room 202
Roanoke, VA 24011-1517
Phone: (540) 853-5268
Fax: (540) 853-1513
Email: monica.cole@roanokeva.gov

Sealed proposals will be received on or before **2:00 P.M., November 4, 2016** for furnishing the services and/or items described herein. The time of receipt shall be determined by the time clock stamp in the Purchasing office.

If the Noel C. Taylor Municipal Building is closed for business at the time scheduled for the proposal opening, the sealed proposal will be accepted and opened on the next business day of the City, at the originally scheduled hour.

All questions must be submitted before 5:00 p.m., October 17, 2016. If necessary, an addendum will be issued and posted to the City Vendor Self Service website at <https://VSS.roanokeva.gov> and to the Current Bids/RFP Requests tab on City website at www.roanokeva.gov/purchasing.

If proposals are mailed, send directly to the Purchasing Division at the address listed above. If hand delivered, deliver to the Purchasing Division at Noel C. Taylor Municipal Building, 215 Church Ave., SW, Room 202, Roanoke, VA.

THIS PUBLIC BODY DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS.

The City reserves the right to cancel this RFP and/or reject any or all proposals and to waive any informalities in any proposal.

This section is to be completed by the Offeror and this page must be returned with the proposal. In compliance with this request for proposal and subject to all terms and conditions imposed herein, which are hereby incorporated herein by reference, the undersigned offers and agrees to furnish the services and/or items requested in this solicitation if the undersigned is selected as the Successful Offeror. Unless the proposal is withdrawn, the Offeror agrees that any prices or terms for such proposal shall remain valid for sixty (60) days after opening. Notices of proposal withdrawal must be submitted in writing to the Purchasing Manager.

Legal Name and Address of Firm (according to your registration with the SCC): **REQUIRED**

_____ Date: _____

_____ By: _____

(Signature in Ink)

_____ Name: _____

(Please Print)

_____ Zip: _____ Title: _____

Phone: _____ FAX: _____

Email: _____ Business License# _____

Virginia State Corporation Commission Identification Number: _____

TABLE OF CONTENTS
REQUEST FOR PROPOSAL NO.17-02-10

E911 COMMUNICATION RECORDING SYSTEM

INTRODUCTION	4
SECTION 1. PURPOSE.	6
SECTION 2. BACKGROUND.	6
SECTION 3. INSTRUCTIONS TO OFFERORS.	8
SECTION 4. MISCELLANEOUS.....	10
SECTION 5. PROTESTS.....	12
SECTION 6. SERVICES/ITEMS REQUIRED	12
SECTION 7. EVALUATION CRITERIA.....	13
SECTION 8. SELECTION PROCESS.	14
SECTION 9. COOPERATIVE PROCUREMENT	14
SECTION 10. INFORMATION ON CONTRACT TO BE AWARDED	15
ATTACHMENT A SAMPLE CONTRACT.....	17
ATTACHMENT B PROPOSAL RESPONSE AND CHECKLIST	33
ATTACHMENT C FUNCTIONAL REQUIREMENT WORKSHEET.....	38
ATTACHMENT D CARDS PAYABLE.....	48

CITY OF ROANOKE, VIRGINIA
REQUEST FOR PROPOSAL
FOR
E911 COMMUNICATION RECORDING SYSTEM

RFP NO. 17-02-10

INTRODUCTION

The City of Roanoke, Virginia, is seeking competitive proposals from qualified Offerors to provide equipment selection, installation, implementation, testing, training, warranty and support of a state-of-art recording system fully compatible with the existing radio system, E911 telephone systems and computer aided dispatch (CAD) systems in accordance with all terms, conditions and specifications as set out in this Request for Proposal (RFP). The RFP and related documents may be obtained during normal business hours from the Purchasing Division, (540) 853-2871, or from the City's Vendor Self Service web site at <https://VSS.roanokeva.gov> or from the Purchasing Division's website at www.roanokeva.gov/purchasing.

Each Offeror must have a minimum of three (3) years' experience in maintaining recording systems in a public safety answering point environment.

Proposals, to be considered and evaluated, must be sealed and received on or before 2:00 p.m. on **November 4, 2016** in the Purchasing Division, City of Roanoke, Noel C. Taylor Municipal Building, 215 Church Ave., SW, Room 202, Roanoke, VA 24011. Proposals appropriately received will be opened at this time. **Proposals received after 2:00 p.m. will not be accepted or considered.** The time of receipt shall be determined by the time clock stamp in the Purchasing Office, or if it is not working, such time shall be determined by the Purchasing official who is to open the proposals. Faxed or e-mailed proposals are not acceptable.

Each proposal, one (1) **original**, marked as such and six (6) **copies**, marked as such, must be appropriately signed by an authorized representative of the Offeror, and must be submitted in a sealed envelope or package. A removable media storage device containing two (2) digital copies of the proposal, one as submitted, and one **redacted to remove all confidential and proprietary material**, must be included in the proposal packet. The notation "**E911 COMMUNICATION RECORDING SYSTEM**", **RFP No. 17-02-10** and the specified opening time and date must be clearly marked on the front of that sealed envelope or package. If the Noel C. Taylor Municipal Building is closed for business at the time scheduled for the proposal opening, the sealed proposal will be accepted and opened on the next business day of the City, at the originally scheduled hour.

The City of Roanoke, Virginia, and its officers, employees or agents will not be responsible for the opening of a proposal envelope or package prior to the scheduled opening if that envelope or package is not appropriately sealed and marked as specified.

The City of Roanoke, Virginia reserves the right to cancel this RFP and/or reject any or all proposals, to waive informalities in any proposal, to award any whole or part of a proposal, and to award to the Offeror whose proposal is, at the sole discretion of the City of Roanoke, determined to be in the best interest of the City.

Project evaluation and award will be accomplished in accordance with this RFP and Sections 23.2-1, et seq., of the Code of the City of Roanoke, Virginia, including the price or value of the benefits offered the City in the proposal. If an award of a contract is made, notification of such award will be posted for public review in the lobby on the second floor of the Noel C. Taylor Municipal Building, 215 Church Ave., SW, Roanoke, VA 24011.

Unless the proposal is withdrawn, the Offeror agrees that any prices or terms for such proposal shall remain valid for sixty (60) days after opening. Notices of proposal withdrawal must be submitted in writing to the Purchasing Manager.

Inquires or information regarding procurement procedures and/or proposal submission to this RFP shall be directed to Monica Cole, Buyer, at (540) 853-5268.

This RFP consists of this Introduction, ten (10) numbered sections, and the attachments hereto.

If you download this RFP from the City website and intend to submit a proposal, you should notify Purchasing that you have done so. However, each Offeror is solely responsible for ensuring that such Offeror has the current, complete version of the RFP documents, including any addenda, before submitting a proposal. The City is not responsible for any RFP obtained from any source other than the City. Contact Purchasing by phone at 540-853-2871, by fax at 540-853-1513, or by email at monica.cole@roanokeva.gov.

Respectfully,

Monica Cole
Senior Buyer

Date: October 6, 2016

City of Roanoke, Virginia
Request for Proposal No.17-02-10
E911 COMMUNICATION RECORDING SYSTEM

SECTION 1. PURPOSE.

The purpose of this Request for Proposal (RFP) is to provide equipment selection, installation, implementation, testing, training, warranty and ongoing support of a state-of-art recording system. Although some level of integration/interface will be required, Offerors may offer any or all of the requested systems; optionally systems integration proposals will be considered. Such system shall be fully compatible with the existing radio system, E911 telephone systems and computer aided dispatch (CAD) systems and is consistent with the information provided in this RFP.

The City of Roanoke invites any qualified Offeror to respond to this RFP by submitting a proposal for a state-of-the-art communication recording system consistent with the terms and conditions herein set forth. Final scope of services will be negotiated with the successful Offeror.

SECTION 2. BACKGROUND.

The City of Roanoke is located on the southern end of the Shenandoah Valley between the Blue Ridge and Allegheny Mountains. Roanoke has a population of 98,500, occupying about 43 square miles in the center of one of Virginia's largest metropolitan regions (population 224,500). The City anticipates the communication recording system will utilize the latest technology, efficiently and reliably record all phone and radio transmissions, and provide quality recordings to be used by the City. It is also anticipated that the communication recording system will offer user-friendly, basic functionality, be cost effective and be supported and maintained in a timely and efficient manner.

E911 utilizes the services of 39 telecommunicators among 44 employees. Normal staffing includes 1 shift supervisor, 2 call takers and 4 dispatchers (2 Police and 2 Fire Dispatchers); there are eleven total call taker/dispatcher console positions, plus one supervisor and three training console positions; fifteen total console positions available for use.

E911 supports the Public Safety (Police and Fire/EMS) communications center and handles call volumes of approximately 200,000 calls per year? Additionally, the Department answers about 97,000 night and weekend calls for Public Works. Peak call volume is approximately 60 calls per hour.

Radio dispatch for the City utilizes a four-site Motorola Simulcast P25 trunked system for Public Safety and a four-site Motorola Smartnet analog trunked system for Public Works. The same four sites are used for both systems and include the City's Mill Mountain site (in the center of the City), and three other County transmitter sites, as follows:

- Poor Mountain
- Fort Lewis
- Crowell's Gap

The communications center uses a hosted West/Intrado Viper E-911 telephone system with 15 workstations running Positron Power 911 version 5.5 using West/Intrado A9C workstations. Administrative phone lines are analog while 911 lines are received over IP using West/Intrado's A911 network.

The communications center uses Motorola Printrak Premiere CAD version 7.0.0.13 running on Microsoft Windows 7 workstations with Intel Xeon E5-1603 CPUs at 2.8 GHz and 8.0 GB of RAM. These workstations are located on a private LAN and have up to 6 monitors each.

Communications currently utilizes the Verint Audiolog system for recording radio and telephone communications. The current recorder has 2 recorder servers; one for digital radio and telephone and one for analog radio and telephone. Currently 15 telephone recording channels are activated by contact closure on one server and voice activated (VOX) on the other server both using analog audio provided by the Power 911 workstations to record telephone conversations as each position is "off hook". The current recorder receives serial data from the E-911 phone system and records caller identification (ANI/ALI) information for in-coming calls. In addition the analog administrative lines have trunk level recording.

Radio recordings are accomplished by using Genesis Genwatch to decode the control channel information to identify radio alias, talk group and voice channel information for each transmission. The recorder uses a bank of 28 single channel radios monitoring each analog and digital voice channel. Recording is activated and tagged using the control channel information from Genwatch. Genwatch is configured to receive the control channel information using an off-the-air radio input for both P25 and analog and for the P25 system it also uses a data feed from the prime site at Roanoke County.

Using this arrangement all unencrypted system talk groups can be recorded but the city's primary interest is in recording 47 P25 and 45 analog talk groups and 35 conventional channels with audio provided by 10 Motorola MCC7500 Conventional Channel Gateways (CCGWs).

Communicators use Verint's Audiolog Instant Recall software on existing CAD workstations to provide instant playback functionality for the dispatchers and call takers. Each position has access to their associated radio and telephone channels with the last 12 hours of recordings available. In addition the supervisor, training coordinator, department manager and systems coordinator positions have city network workstations with access to all recordings and archives as well as monitoring capability using Verint's Audiolog Multi-Channel Player.

In addition the local mass transit company uses a virtual private network connection to connect to the network and use Verint's web based Audiolog Interaction Review software to playback their assigned radio talk groups.

The Verint system also records the monitor screens of all CAD workstations in 10 minutes intervals and provides these along with voice recordings as part of a Quality Assurance system.

The system maintains 184 days of recordings and uses server hard drives and an archive server along with a Network Attached Storage (NAS) for archiving of recordings.

The system is connected to the same private LAN as the CAD workstations.

SECTION 3. INSTRUCTIONS TO OFFERORS.

- A. Proposals must be submitted in accordance with the instructions and requirements contained in this RFP, including the Introduction. Failure to do so may result in the proposal being considered non-responsive and it may be rejected. An Offeror must promptly notify the Purchasing Division of any ambiguity, inconsistency, or error which may be discovered upon examination of the RFP. An Offeror requiring clarification or interpretation of this RFP should contact Monica Cole at (540) 853-5268.
- B. Until such time that an award is published, direct contact with any City employee without the expressed permission of the Purchasing Manager or her designated representative, on the subject of this proposal, is strictly forbidden. Violation of this Instruction may result in disqualification of Offeror's proposal.
- C. Prospective Offerors, sometimes referred to as providers, operators, contractors, consultants, or vendors, are to address the criteria below at a minimum as part of their submitted proposal. Each proposal should include a transmittal letter and management overview of the proposal. Proposals are to include and may be evaluated on the following factors, together with such other factors as will protect and preserve the interests of the City of Roanoke, which may also be considered.
 - 1. Organizational structure of firm and qualifications of management personnel.

Prospective Offerors should submit at a minimum the length of time in the business, corporate experience, strengths in the industry, business philosophy, and a description of the organizational structure of the firm; a description of the organizational structure for the management and operation of the services requested and/or provision of the items referred to in this RFP, including an organizational chart denoting all positions and the number of personnel in each position. (See Attachment B)
 - 2. Financial condition of the firm and ability to perform all obligations of any resultant contract.

The sufficiency of the financial resources and the ability of the Offeror to comply with the duties and responsibilities described in this RFP. Each Offeror shall provide a current annual financial report and the previous year's report and a statement regarding any recent or foreseeable mergers or acquisitions. Financial statements may be marked as "confidential" in accordance with the requirements set out in Section 4(A) of this RFP.
(See Attachment B)

3. Each Offeror is to state whether or not any of Offeror's owners, officers, employees, or agents, or their immediate family members, is currently, or has been in the past year, an employee of the City of Roanoke or has any responsibility or authority with the City that might affect the procurement transaction or any claim resulting therefrom. If so, please state the complete name and address of each such person and their connection to the City of Roanoke. Each Offeror is advised that the Ethics in Public Contracting and Conflict of Interests Act of the Virginia Code, as set forth in Section 4 of this RFP, apply to this RFP. (See Attachment B)
 4. Experience in providing the services and/or items requested by this RFP. (See Attachment B)
 5. Price.
Prospective Offerors must submit the price such Offeror proposes to charge the City for providing the required services and/or items, including all fees and costs, hardware price, maintenance costs and how they are calculated. (See Attachment B)
 6. Warranty.
Prospective Offeror must submit with proposal, a document which clearly states the exact warranty of the Offeror.
 7. The ability, capacity, and skill of the Offeror to provide the services and/or items described in this RFP and in a prompt and timely manner without delay or interference.
 8. The character, integrity, reputation, judgment, experience, efficiency and effectiveness of the Offeror.
 9. The quality and timeliness of performance of previous contracts or services of the nature described in this RFP.
 10. Compliance by the Offeror with laws and ordinances regarding prior contracts, purchases, or services. (See Attachment B)
 11. The conditions, if any, of the proposal, other than exceptions to any liability provisions, which will be considered during negotiations. (See Attachment B)
- D. Each Offeror should provide the names, addresses, and telephone numbers of at least three (3) references in connection with supplying the services or items requested in this RFP, especially from other local government operations similar to those being requested in this RFP by the City. Each reference should include organizational name, official address, and contact person, title of contract, number of years in use, and phone number. (See Attachment B)
- E. Each Offeror should include a proposed implementation plan and schedule, training plan and support plan to include hardware and software maintenance and warranty information. Also include any other materials you may want to submit as part of your proposal response.

- F. Responses to this RFP must be in the prescribed format (Attachment B – Proposal Response and Checklist).

Offeror shall provide one redacted copy of its proposal fit for public dissemination, in the event the City must respond to a Freedom of Information Act request. . A removable media storage device containing two (2) digital copies of the proposal, one as submitted, and one **redacted to remove all confidential and proprietary material**, must be included in the proposal packet. Offeror shall not mark its entire proposal as confidential and/or redact the entire proposal; doing so may result in the disqualification of Offeror's proposal.

- G. The City may request additional information, clarification, or presentations from any of the Offerors after review of the proposals received.
- H. The City has the right to use any or all ideas presented in reply to this RFP, subject only to the limitations regarding proprietary/confidential data of Offeror.
- I. The City is not liable for any costs incurred by any Offeror in connection with this RFP or any response by any Offeror to this RFP. The expenses incurred by Offeror in the preparation, submission, and presentation of the proposal are the sole responsibility of the Offeror and may not be charged to the City.
- J. Each proposal must contain a completed and properly signed FUNCTIONAL REQUIREMENTS (Attachment C), which is contained in this RFP.
- K. Only the City will make news releases pertaining to this RFP or the proposed award of a Contract.
- L. Each Offeror who is a stock or nonstock corporation, limited liability company, business trust, or a limited partnership or other business entity shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if required by law. Each such Offeror shall include in its proposal response the Identification Number issued to it by the Virginia State Corporation Commission (SCC) and should list its business entity name as it is listed with the SCC. Any Offeror that is not required to be authorized to transact business in the Commonwealth as a domestic or foreign business entity as required by law shall include in its proposal response a statement describing why the Offeror is not required to be so authorized. (See Va. Code Section 2.2-4311.2).
- M. Each Offeror is required to state if it has ever been debarred, fined, had a contract terminated, or found not to be a responsible bidder or Offeror by any federal, state, or local government, and/or private entity. If so, please give the details of each such matter and include this information with the proposal response.

SECTION 4. MISCELLANEOUS.

- A. Ownership of Material - Ownership of all data, materials, and documentation originated and prepared for the City pursuant to the RFP shall belong exclusively to the City and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by the Offeror shall not be subject to public disclosure under the *Freedom of Information Act*,

unless otherwise required by law or a court. **However, the Offeror must invoke the protection of Section 2.2-4342(F) of the Code of Virginia, in writing, either before or at the time the data or other material is submitted.** The written notice must SPECIFICALLY identify the data or materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary, or trade secrets, is NOT ACCEPTABLE and may result in REJECTION of the proposal.

- B. As this is a RFP, no information regarding the proposal records or the contents of responses will be released except in accordance with Section 2.2-4342 of the Code of Virginia. Once an award has been made, all proposals will be open to public inspection subject to the provisions set forth above.
- C. Any interpretation, correction, or change of the RFP will be made by an addendum. Interpretations, corrections or changes of this RFP made in any other manner will not be binding and Offerors must not rely upon such interpretations, corrections, or changes. The City Purchasing Division or its designee will issue Addenda. Addenda will be posted on Vendor Self Service (VSS) at <https://VSS.roanokeva.gov> as well as the Current Bids/RFP Requests tab on the Purchasing Division's web page at www.roanokeva.gov/purchasing. **However, each Offeror is solely responsible for ensuring that such Offeror has the current, complete version of the RFP documents, including any addenda, before submitting a proposal. The City is not responsible for any RFP obtained from any source other than the City.**
- D. No Offeror shall confer on any public employee having official responsibility for a purchasing transaction any payment, loan, subscription, advance, deposit or money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.
- E. The City may make investigations to determine the ability of the Offeror to perform or supply the services and/or items as described in this RFP. The City reserves the right to reject any proposal if the Offeror fails to satisfy the City that it is qualified to carry out the obligations of the proposed contract.
- F. The Successful Offeror must comply with the nondiscrimination provisions of Virginia Code Section 2.2-4311, which are incorporated herein by reference.
- G. The Successful Offeror must comply with the drug-free workplace provisions of Virginia Code Section 2.2-4312, which are incorporated herein by reference.
- H. It is the policy of the City of Roanoke to maximize participation by minority and women owned business enterprises in all aspects of City contracting opportunities.
- I. The Successful Offeror shall comply with all applicable City, State, and Federal laws, codes, provisions, and regulations. The Successful Offeror shall not during the performance of any resultant contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

- J. Providers of any outside services shall be subject to the same conditions and requirements as the successful Offeror in regards to law, code, or regulation compliance. The City reserves the right of approval for any subcontract work, including costs thereof.
- K. Ethics in Public Contracting. The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Virginia Code, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this RFP.
- L. Conflict of Interests Act. The provisions, requirements, and prohibitions as contained in Sections 2.2-3100, et seq., of the Virginia Code are applicable to this RFP.
- M. The procurement provisions of the Code of the City of Roanoke (1979), as amended, Sections 23.2-1, et seq., as well as the City Procurement Manual, apply to this RFP, unless specifically modified herein. The City's Procurement Manual can be reviewed at the Purchasing office.
- N. Insurance Requirements.
Awarded Offeror, and any of its subcontractors, shall, at its sole expense, obtain and maintain during the life of the resulting Contract the insurance policies and/or bonds required. Any required insurance policies and/or bonds shall be effective prior to the beginning of any work or other performance by awarded Offeror, or any of its subcontractors, under any resultant Contract. The policies and coverages required are those as may be referred to in the sample contract and/or the terms and conditions attached to this RFP. All such insurance shall be primary and noncontributory to any insurance or self-insurance the City may have.

SECTION 5. PROTESTS.

Any Offeror who wishes to protest or object to any award made or other decisions pursuant to this RFP may do so only in accordance with the provisions of Sections 2.2-4357, 4358, 4359, 4360, 4363, and 4364 of the Code of Virginia, and only if such is provided for in such Code section. Any such protest or objection must be in writing signed by a representative of the entity making the protest or objection and contain the information required by the applicable Code Sections set forth above. Such writing must be delivered to the City Purchasing Manager within the required time period.

SECTION 6. SERVICES AND/OR ITEMS REQUIRED.

A description and/or listing of the services and/or items that the successful Offeror will be required to provide to the City under this RFP are those that are set forth below and/or referred to in any way in the sample contract, any terms and conditions, and/or any attachments to this RFP.

Each Offeror should carefully read and review all such items and should address such items in its proposal. However, the final description of the services and/or items to be provided to the City under this RFP is subject to negotiations with the successful Offeror, and final approval by the City.

The following are the services and/or items that the successful Offeror will be required to provide to the City and should be addressed in each Offeror's proposal.

The Successful Offeror should provide and install a complete E911 Communication Recording System solution including but not limited to software and equipment, installation, implementation, testing, training, warranty and support for a state-of-art recording system fully compatible with the existing radio system, E911 telephone systems and computer aided dispatch (CAD) systems.

In preparing support strategies and costs, Offerors should assume 24-hour per day, seven day per week operation of all proposed systems. The City requires that all modules identified in the RFP be tightly integrated and should run on the same platform, share the same graphical user interface and a common database.

The communications recording system should be compatible with the current technology and able to grow with the increasing technical demands inherent to this migration. An itemization of desired functionality is attached hereto as Attachment C. Each Offeror should complete Attachment C and include the completed form as part of its proposal. Offerors are invited to describe how its proposed solution provides the requested functionality, in the space provided in Attachment C.

SECTION 7. EVALUATION CRITERIA.

Offerors will be evaluated for selection on the basis of those most qualified to meet the requirements of this RFP. The City of Roanoke does not use a numerical or weighted scoring system when evaluating selection criteria. Major criteria to be considered in the evaluation may include, but shall not necessarily be limited to the items referred to above and those set forth below:

- A. The background, education and experience of the Offeror in providing similar services or items elsewhere, including the level of experience in working with municipalities and the quality of services performed or items supplied.
- B. Reasonableness/competitiveness of proposed fee and/or benefits to the City, although the City is not bound to select the Offeror who proposes the lowest fees or most benefits for services. The City reserves the right to negotiate fees and/or benefits to the City with the selected Offeror(s).
- C. The Offeror's responsiveness and compliance with the RFP requirements and conditions, other than exceptions to any liability provisions, which will be considered during negotiations.
- D. Determination that the selected Offeror has no contractual relationships which would result in a conflict of interest with the City's contract.
- E. The Offeror's ability, capacity, and skill to fully and satisfactorily provide the services and/or items required in this RFP.
- F. The quality of Offeror's performance in comparable and/or similar projects.
- G. Whether the Offeror can provide the services and/or deliver the items in a prompt and timely manner.

- H. Offeror's willingness to accept the City's sample contract, other than exceptions to any liability provisions, which will be considered during negotiations.. (If Applicable)

SECTION 8. SELECTION PROCESS.

- A. Pursuant to Section 2.2-4302.2 (A)(3) of the Code of Virginia, selection shall be made of two or more Offerors, if there be that many, deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation of factors included in this RFP, including price. Negotiations shall be conducted with the Offerors so selected. The offeror shall state any exception to any liability provisions contained in the Request for Proposal in writing at the beginning of negotiations, and such exceptions shall be considered during negotiation. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the City (through the City Manager or City Manager's designee) shall select the Offeror which, in his/her opinion, has made the best proposal, and may award the contract to that Offeror. The City may cancel this RFP or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should the City determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.
- B. All proposals submitted in response to this RFP will be reviewed by the Purchasing Division or its designee for responsiveness prior to referral to a selection committee or person. A committee consisting of City personnel and/or others and/or an appropriate individual will then evaluate all responsive proposals, conduct the negotiations, and make recommendations to the City Manager, or the City Manager's designee, as appropriate. The award of a contract, if made, will be made to the Offeror whose proposal best furthers the interest of the City, as determined by the City Manager, or the City Manager's designee. The City reserves the right to reject any and all proposals, to waive any informality or irregularity in the proposals received, and to make the award to the Offeror whose proposal is deemed to be in the best interest of the City.
- C. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the selection committee or person. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. Oral presentations are strictly at the option of the City and may or may not be conducted.

SECTION 9. COOPERATIVE PROCUREMENT.

The procurement of goods and/or services provided for in this Contract is being conducted pursuant to Virginia Code Section 2.2-4304 and on behalf of other public bodies in Virginia. Unless specifically prohibited by the Awarded Offeror, any resultant contract may be used

by other public bodies in Virginia as allowed by Section 2.2-4304. The Awarded Offeror shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to this Contract or from this procurement and in accordance with Virginia Code Section 2.2-4304. The City of Roanoke shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the Contractor or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.

SECTION 10. INFORMATION ON CONTRACT TO BE AWARDED.

The Sample Contract marked as Attachment A to RFP No.17-02-10 contains terms and conditions that the City plans to include in any contract that may be awarded, but such terms and conditions may be changed, added to, deleted, or modified as may be agreed to between the City and the Offeror during negotiations. However, if an Offeror has any objections to any of the terms or conditions set forth in the Sample Contract, other than exceptions to any liability provisions, which will be considered during negotiations, or any changes or additions thereto that the Offeror wants to discuss during negotiations, the Offeror should set forth such objections, changes, or additions in such Offeror's proposal submitted in response to this RFP. Otherwise, submission of a proposal by an Offeror will obligate such Offeror, if it is the Successful Offeror, to enter into a contract containing the same or substantially similar terms and conditions as contained in such Sample Contract. Other terms and conditions, if necessary, will be negotiated with the Successful Offeror.

END.

**ATTACHMENT A
TO
RFP 17-02-10
CITY OF ROANOKE, VIRGINIA
SAMPLE CONTRACT BETWEEN CITY OF ROANOKE AND
FOR E911 COMMUNICATION RECORDING SYSTEM**

This Contract is dated _____, 20____, between the City of Roanoke, Virginia, a Virginia municipal corporation, hereinafter referred to as the "City" or "Owner", and _____ hereinafter referred to as the "Contractor,"

WITNESSETH:

WHEREAS, Contractor has been awarded this nonexclusive Contract by the City for furnishing all equipment, materials, goods, labor, and services necessary for providing the City with computer software, implementation services, training and support for a communications recording system and associated work in accordance with this Contract and the documents referred to herein, all such items or services also being referred to hereinafter as the Work or Project.

NOW, THEREFORE, THE CITY AND THE CONTRACTOR AGREE AS FOLLOWS:

SECTION 1. WORK TO BE PERFORMED AND DOCUMENTS.

For and in consideration of the money hereinafter specified to be paid by the City to the Contractor for the Work provided for in this Contract to be performed by the Contractor, the Contractor hereby covenants and agrees with the City to fully perform the services, provide any materials called for complete the Work called for by this Contract in a good and workmanlike manner in accordance with this Contract and the documents referred to herein in order to fully and properly complete this Contract within the time stipulated, time being made of the essence for this Contract. It is also agreed by the parties hereto that the documents to this Contract consist of this Contract and the following documents listed below (Contract Documents), all of which are and constitute a part of this Contract as if attached hereto or set out in full herein, viz:

1. Insurance Requirements (Exhibit 1).
2. Scope of Service (Exhibit 2).
3. Request for Proposal No. 17-02-10, which is incorporated herein by reference.

The parties agree that if there are any differences between the provisions of the above referenced documents, the provisions of the City documents and this Contract will control over any Contractor supplied documents or information.

SECTION 2. CONTRACT AMOUNT.

The City agrees to pay the Contractor for the Contractor's complete and satisfactory performance of the Work, in the manner and at the time set out in this Contract, but the total amount for all such requests will not exceed \$_____, as provided for in this Contract and that this Contract amount may be increased or decreased by additions and/or reductions in the Work as may be authorized and approved by the City, and the Contract amount may be decreased by the City's assessment of any damages against the Contractor, as may be provided for in this Contractor or by law, and the City retains the right of setoff as to any amounts of money the Contractor may owe the City. However, Contractor further acknowledges and agrees that any request for Contractor to perform Work under this Contract is in the sole discretion of the City and that there is no guarantee of any minimum amount of Work that may be requested by the City and that no Work may be requested.

SECTION 3. TERM OF CONTRACT.

- A. The term of this Contract shall be for one (1) year, from _____, through _____, at which time it will terminate, unless sooner terminated pursuant to the terms of the Contract or by law or unless extended as set forth herein at the option of the City.
- B. By mutual agreement of the parties, the contract may be renewed for up to four (4) additional one (1) year periods of any combination thereof. If either party wants to renew the Contract that party shall give a written request to renew to the other party at least sixty (60) days of the expiration of the original term or any renewal term of the Contract. The party receiving such request shall either accept or reject in writing such request within thirty (30) days of receipt of that request, provided, however, if the party receiving the request to renew fails to respond within fifteen (15) days, the request to renew shall be deemed to be rejected, unless the parties mutually agree otherwise.
- C. All terms and conditions shall remain in force for the term of this Contract and for any renewal period unless modified by mutual agreement of both parties. Prices shall not be increased during the initial term of this Contract.

SECTION 4. TIME OF PERFORMANCE.

The Contractor shall commence the Work to be performed under this Contract on such date as is established and fixed for such commencement by written notice (which may be initially given verbally in an emergency situation) to proceed given by the City representative to the Contractor, and the Contractor covenants and agrees to fully construct, perform, and complete the Work and/or provide the goods called for by this Contract established by such notice. The Contractor further agrees that the Work shall be started promptly upon receipt of such notice and shall be prosecuted regularly, diligently,

and uninterruptedly at a rate of progress that will ensure full completion thereof in the shortest length of time consistent with the Contract Documents and that Contractor will cooperate and coordinate with the other City contractors or employees doing other work or using the area where Contractor is working.

SECTION 5. PAYMENT.

- A. The City and Contractor agree that the City will only pay the Contractor for time actually spent and materials actually provided on the Project requested and accepted by the City. Invoices for services rendered and accepted shall be submitted by Contractor directly to the payment address of the requesting City department/division. Payment of such invoices shall be the responsibility of the department/division.
- B. The City agrees to pay Contractor for the Contractor's complete and satisfactory performance of the Work, in the manner and at the time set out in this Contract. The City retains the right to setoff as to any amounts of money Contractor may owe the City. A written progress report may be requested by the City to accompany payment request and, if so, such progress report shall detail the work completed. Also, sufficient documentation of all costs, expenses, materials supplies, and/or hours worked may be requested by the City and, if so, may be required prior to the processing of any such request for payment. Payment will only be made for work actually performed, services actually supplied, and/or materials or goods furnished to the City, all of which need to be approved and accepted by the City prior to such payment, unless otherwise provided for in the Contract documents. Once a payment request has been received the City, the City will process such payment request. If there are any objections or problems with the payment request, the City will notify the Contractor of such matters. If the payment request is approved and accepted by the City, payment will be made by the City to the Contractor not more than 30 days after such request has been approved.

SECTION 6. SALES TAX EXEMPTION.

The City is exempt from payment of State Sales and Use Tax on all tangible personal property purchased or leased for the City's use or consumption. The Virginia Sales and Use Tax Certificate of Exemption number is 217-074292-9.

SECTION 7. FREE ON BOARD, RISK OF LOSS, AND TITLE.

All prices include F.O.B Destination, inside delivery to the Contractor's Licensed Area unless otherwise noted in this Contract. The risk of loss from any casualty, regardless of cause, shall be on the Contractor until the items have been delivered to City personnel making the request and accepted by the City. The risk of loss shall also be on the Contractor during the return of any items to the Contractor. Title to the items shall pass to the City upon receipt and acceptance of such items by the City.

SECTION 8. INSPECTION.

The City shall have a reasonable time after receipt of items and before payment to inspect all items for conformity to this Contract. If all or some of the items delivered to the City do not fully conform to the provisions hereof, the City shall have the right to reject and return such nonconforming items, at the sole cost of the Contractor.

SECTION 9. WARRANTY OF MATERIAL AND WORKMANSHIP.

Contractor agrees that all items provided to the City will be new, or if an item is refurbished or remanufactured, such item will meet the industry standards for such item and the item shall be clearly labeled as refurbished or remanufactured, and that all such items include such warranties as may be provided by Virginia law together with any warranties provided by the manufacturer of the item. Contractor shall use reasonable commercial efforts to assist the City in processing warranty claims against a manufacturer. Contractor also agrees that the services provided under this Contract shall be completed in a professional, good and workmanlike manner, with the degree of skill and care that is required by like contractors in Virginia. Further, Contractor warrants that such services shall be completed in accordance with the applicable requirements of this Contract and shall be correct and appropriate for the purposes contemplated in this Contract. Contractor agrees that Contractor shall repair or replace, at Contractor's sole expense, and to the satisfaction of the City, any items, material, equipment, or part of the item that is found by the City to be defective or not in accordance with the terms of this Contract.

SECTION 10. PAYMENTS TO OTHERS BY CONTRACTOR.

The Contractor agrees that Contractor will comply with the requirements of Section 2.2-4354 of the Virginia Code regarding Contractor's payment to other entities and the Contractor will take one of the two actions permitted therein within 7 days after receipt of amounts paid to Contractor by the City. Contractor further agrees that the Contractor shall indemnify and hold the City harmless for any lawful claims resulting from the failure of the Contractor to make prompt payments to all persons supplying the Contractor equipment, labor, tools, or material in connection with the work provided for in the Contract. In the event of such claims, the City may, in the City's sole discretion, after providing written notice to the Contractor, withhold from any payment request or final payment the unpaid sum of money deemed sufficient to pay all appropriate claims and associated costs in connection with the Contract and make such payment, if the City determines it to be appropriate to do so.

SECTION 11. HOLD HARMLESS AND INDEMNITY.

Contractor shall indemnify and hold harmless the City and its officers, agents, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, costs, and expenses, including reasonable attorney's fees, resulting from or arising out of Contractor's or its employees, agents, or subcontractors actions, activities, or

omissions, negligent or otherwise, on or near City's property or arising in any way out of or resulting from any of the work or items to be provided under this Contract, and this includes, without limitation, any fines or penalties, violations of federal, state, or local laws or regulations, personal injury, wrongful death, or property damage claims or suits. Contractor agrees to and shall protect, indemnify, and hold harmless all the parties referred to above from any and all demands for fees, claims, suits, actions, causes of action, settlement or judgments based on the alleged or actual infringement or violation of any copyright, trademark, patent, invention, article, arrangement, or other apparatus that may be used in the performance of this Contract.

SECTION 12. COMPLIANCE WITH LAWS AND REGULATIONS, AND IMMIGRATION LAW.

Contractor agrees to and will comply with all applicable federal, state, and local laws, ordinances, and regulations, including, but not limited to all applicable licensing requirements, environmental regulations, and OSHA regulations. Contractor further agrees that Contractor does not and shall not during the performance of its Contract; knowingly employ an unauthorized alien as defined in the Federal Immigration Reform & Control Act of 1986.

SECTION 13. INDEPENDENT CONTRACTOR.

The relationship between Contractor and the City is a contractual relationship. It is not intended in any way to create a legal agency or employment relationship. Contractor shall, at all times, maintain its status as an independent contractor and both parties acknowledge that neither is an agent, partner or employee of the other for any purpose. Contractor shall be responsible for causing all required insurance, workers' compensation (regardless of number of employees) and unemployment insurance to be provided for all of its employees and subcontractors. Contractor will be responsible for all actions of any of its subcontractors, and that they are properly licensed.

SECTION 14. REPORTS, RECORDS, AND AUDIT.

Contractor agrees to maintain all books, records, electronic data, and other documents relating to this Contract for a period of five (5) years after the end of each fiscal year included in this Contract. The City, its authorized employees, agents, representatives, and/or state auditors shall have full access to and the right to request, examine, copy, and/or audit any such materials during the term of the Contract and such retention period, upon prior written notice to Contractor. This includes the City's right to audit and/or examine any of the Contractor's documents and/or data as the City deems appropriate to protect the City's interests.

SECTION 15. INSURANCE REQUIREMENTS.

Contractor and any of its subcontractors involved in this Contract shall maintain the insurance coverage's set forth in Exhibit 1 to this Contract and provide the proof of such insurance coverage as called for in Exhibit 1, including workers' compensation coverage

regardless of the number of Contractor's employees. Such insurance coverage shall be obtained at the Contractor's sole expense and maintained during the life of the Contract and shall be effective prior to the beginning of any work or other performance by the Contractor under this Contract. Additional insured endorsements, if required, must be received by the City within 30 days of the execution of this Contract or as otherwise required by the City's Risk Manager.

SECTION 16. DEFAULT.

If Contractor fails or refuses to perform any of the terms of this Contract, including poor services, work or materials, the City may, by written notice to Contractor, terminate this Contract in whole or in part. In addition to any right to terminate, the City may enforce any remedy available at law or in equity in connection with such default, and Contractor shall be liable for any damages to the City resulting from Contractor's default. The City further reserves the right to immediately obtain such work or services from other entities in the event of Contractor's default.

SECTION 17. NONWAIVER.

Contractor agrees that the City's waiver or failure to enforce or require performance of any term or condition of this Contract or the City's waiver of any particular breach of this Contract by the Contractor extends to that instance only. Such waiver or failure is not and shall not be a waiver of any of the terms or conditions of this Contract or a waiver of any other breaches of the Contract by the Contractor and does not bar the City from requiring the Contractor to comply with all the terms and conditions of the Contract and does not bar the City from asserting any and all rights and/or remedies it has or might have against the Contractor under this Contract or by law.

SECTION 18. FORUM SELECTION AND CHOICE OF LAW.

This Contract shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without application of Virginia's conflict of law provisions. Venue for any litigation, suits, and claims arising from or connected with this Contract shall only be proper in the Roanoke City Circuit Court, or in the Roanoke City General District Court if the amount in controversy is within the jurisdictional limit of such court, and all parties to this Contract voluntarily submit themselves to the jurisdiction and venue of such courts, regardless of the actual location of such parties. The provisions of this Contract shall not be construed in favor of or against either party, but shall be construed according to their fair meaning as if both parties jointly prepared this Contract.

SECTION 19. SEVERABILITY.

If any provision of this Contract, or the application of any provision hereof to a particular entity or circumstance, shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Contract shall not be affected and all other

terms and conditions of this Contract shall be valid and enforceable to the fullest extent permitted by law.

SECTION 20. NONDISCRIMINATION.

- A. During the performance of this Contract, Contractor agrees as follows:
- i. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - ii. Contractor in all solicitations or advertisements for employees placed by or on behalf of Contractor will state that Contractor is an equal opportunity employer.
 - iii. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- B. Contractor will include the provisions of the foregoing Section A (i, ii, and iii) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

SECTION 21. DRUG-FREE WORKPLACE.

- A. During the performance of this Contract, Contractor agrees to (i) provide a drug-free workplace for Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- B. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

SECTION 22. FAITH BASED ORGANIZATIONS.

Pursuant to Virginia Code Section 2.2-4343.1, be advised that the City does not discriminate against faith-based organizations.

SECTION 23. ASSIGNMENT.

Contractor may not assign or transfer this Contract in whole or in part except with the prior written consent of the City, which consent shall not be unreasonably withheld. If consent to assign is given, no such assignment shall in any way release or relieve the Contractor from any of the covenants or undertakings contained in this Contract and the Contractor shall remain liable for the Contract during the entire term thereof.

SECTION 24. CONTRACTUAL DISPUTES.

Contractual claims, whether for money or for other relief, shall be submitted, in writing, no later than sixty (60) days after the earlier of the final payment or termination of the Contract or notice from the City to the Contractor that the City disputes the amount of Contractor's request for final payment. However, written notice of the Contractor's intention to file such claim must be given at the time of the occurrence or beginning of the work upon which the claim is based. Such notice is a condition precedent to the assertion of any such claim by the Contractor. A written decision upon any such claims will be made by the City Manager or the City Manager's designee (hereafter City Manager) within thirty (30) days after submittal of the claim and any practically available additional supporting evidence required by the City Manager. The Contractor may not institute legal action prior to receipt of the City's decision on the claim unless the City Manager fails to render such decision within 120 days from submittal of Contractor's claim. The decision of the City Manager shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim or from expiration of the 120 day time limit, whichever occurs first, initiates legal action as provided in Section 2.2 - 4364, of the Va. Code. Failure of the City to render a decision within said 120 days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of the City's failure to render a decision within said 120 days shall be Contractor's right to immediately institute legal action. No administrative appeals procedure pursuant to Section 2.2 - 4365 of the Va. Code has been established for contractual claims under this Contract.

SECTION 25. SUCCESSORS AND ASSIGNS.

The terms, conditions, provisions, and undertakings of this Contract shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

SECTION 26. HEADINGS.

The captions and headings in this Contract are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of this Contract.

SECTION 27. COUNTERPART COPIES.

This Contract may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

SECTION 28. AUTHORITY TO SIGN.

The persons who have executed this Contract represent and warrant that they are duly authorized to execute this Contract on behalf of the party for whom they are signing.

SECTION 29. NOTICES.

All notices must be given in writing and shall be validly given if sent by certified mail, return receipt requested, or by a nationally recognized overnight courier, with a receipt, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

To City:	City of Roanoke
	Roanoke, Virginia 24014
Email:	
Facsimile:	(540) 853-
Copy to:	City of Roanoke
	Purchasing Division
	Attn: Monica Cole, Buyer
	Noel C. Taylor Municipal Building, Room 202
	215 Church Avenue, SW
	Roanoke, Virginia 24011
Email:	purchasing.contracts@roanokeva.gov
Facsimile:	(540) 853-1513
If to Contractor:	_____
	Attn: _____, President/CEO

Facsimile:	_____

Notices shall be deemed to be effective one day after sending if sent by overnight courier or three (3) days after sending it by certified mail, return receipt requested.

SECTION 30. PROTECTING PERSONS AND PROPERTY.

The Contractor expressly undertakes both directly and through its subcontractors, to take every reasonable precaution at all times for the protection of all persons and property at the

location of the Work or in the vicinity of the Work or that may be affected by the Contractor's operation in connection with the Work. The Contractor will maintain adequate protection of all Contractor's Work to prevent damage to it and shall protect the City's property from any injury or loss arising in connection with this Contract and to protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. Contractor agrees to be responsible for the entire Work and will be liable for all damages to the Work, including, but not limited to, damages to any property of the City or to any property in the vicinity or adjacent to the Work. All damage with respect to the Work caused by vandalism, weather, or any other cause, other than resulting from the sole negligence of the City shall be the responsibility of the Contractor. Contractor shall also be responsible for any inventory shortages and discrepancies of any type.

SECTION 31. CONTRACT SUBJECT TO FUNDING.

This Contract is subject to funding and/or appropriations from federal, state, and/or local governments and/or agencies. If any such funding is not provided, withdrawn, or otherwise not made available for this Contract, the Contractor agrees that the City may terminate this Contract on seven (7) days written notice to Contractor, without any penalty or damages being incurred by the City. Contractor further agrees to comply with any applicable requirements of any grants and/or agreements providing such funding.

SECTION 32. SUSPENSION OR TERMINATION OF CONTRACT BY CITY.

- A. The City, at any time, may order Contractor to immediately stop work on this Contract, and/or by seven days (7) written notice may terminate this Contract, with or without cause, in whole or in part, at any time. Upon receipt of such notice, the Contractor shall immediately discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data (including electronic data), drawings, specifications, reports, project deliverables, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Contract whether completed or in process (unless otherwise directed by the notice).
1. If the termination or stop work order is due to the failure of the Contractor to fulfill any of its Contract obligations, the City may take over the Work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the City for any damages allowed by law, and upon demand of City shall promptly pay the same to City.
 2. Should the Contract be terminated or work is stopped not due in any way to the fault of the Contractor, the Contractor shall only be entitled to compensation for services actually performed and materials actually supplied prior to notice of termination or to stop work and which are approved by the City and any applicable federal or state approving agency. No profit, overhead, or any other costs of any type are allowed after the date of such notice of termination or stop work order.

3. The rights and remedies of the City provided in this Section are in addition to any other rights and remedies provided by law or under this Contract and City may pursue any and all such rights and remedies against Contractor as it deems appropriate.

SECTION 33. ETHICS IN PUBLIC CONTRACTING.

The provisions, requirements, and prohibitions as contained in Sections 2.2–4367 through 2.2-4377, of the Va. Code, pertaining to bidders, Offerors, contractors, and subcontractors are applicable to this Contract.

SECTION 34. COMPLIANCE WITH STATE LAW; FOREIGN AND DOMESTIC BUSINESSES AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA.

Contractor shall comply with the provisions of Virginia Code Section 2.2-4311.2, as amended, which provides that a contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Contract. The City may void the Contract if the Contractor fails to remain in compliance with the provisions of this section.

SECTION 35. OWNERSHIP OF REPORTS AND DOCUMENTS.

Contractor agrees that all reports and any other documents (including electronic data) prepared for, obtained in connection with, and/or required to be produced in connection with this Contract shall be delivered by the Contractor to the City and all such items shall become the sole property of the City. The Contractor agrees that the City shall own all rights of any type in and to all such items, including but not limited to copyrights and trademarks, and the City may reproduce, copy, and use all such items as the City deems appropriate, without any restriction or limitation on their use and without any cost or charges to the City from Contractor. Contractor hereby transfers and assigns all such rights and items to the City. Contractor further agrees Contractor will take any action and execute any documents necessary to accomplish the provisions of this Section. The Contractor also warrants that Contractor has good title to all materials, equipment, documents, and supplies which it uses in the Work or for which it accepts payment in whole or in part.

SECTION 36 ENTIRE CONTRACT.

This Contract, including any attachments, exhibits, and referenced documents, constitutes the complete understanding between the parties. This Contract may be modified only by written agreement properly executed by the parties.

IN WITNESS WHEREOF, the parties hereto have signed this Contract by their authorized representatives.

WITNESS: (Full Legal Name of Contractor)

_____ By _____

Printed Name and Title

Printed Name and Title

WITNESS: CITY OF ROANOKE, VIRGINIA

_____ By _____
City Manager or Authorized City Representative

Printed Name and Title

Printed Name and Title

Approved as to form:

Appropriation and Funds Required
for this Contract Certified:

David Collins, Assistant City Attorney

Director of Finance/ Date

Approved as to Execution:

Account # _____

David Collins, Assistant City Attorney

**EXHIBIT 1
TO CONTRACT
BETWEEN CITY OF ROANOKE AND
FOR E911 COMMUNICATIONS RECORDING SYSTEM**

REFERENCE: RFP# 17-02-10

SAMPLE CONTRACTOR'S INSURANCE REQUIREMENTS

The Contractor shall comply with the insurance requirements set forth in the Contract, including the items set forth below:

- A. Neither the Contractor nor any subcontractor shall commence work under this Contract until the Contractor has obtained and provided proof of the required insurance coverages to the City, and such proof has been approved by the City. The Contractor confirms to the City that all subcontractors have provided Contractor with proof of such insurance, or will do so prior to commencing any work under this Contract.
- B. Contractor, including all subcontractors, shall, at its and/or their sole expense, obtain and maintain during the life of this Contract the insurance policies and/or coverages required by this section. The City and its officers, employees, agents, assigns, and volunteers shall be added as an additional insured to the general liability and automobile coverages of any such policies and such insurance coverages shall be primary and noncontributory to any insurance and/or self-insurance such additional insureds may have. The Contractor shall immediately notify in writing the City of any changes, modifications, and/or termination of any insurance coverages and/or policies required by this Contract. The Contractor shall provide to the City with the signed Contract an Acord certificate of insurance which states in the description of operations section one of the two paragraphs below:
 - (1) The City and its officers, employees, agents, assigns, and volunteers are additional insureds as coverage under this policy includes ISO endorsement CG 20 33 which provides that the insured status of such entities is automatic if required by a contract or a written agreement. If additional insured status is automatic under a different coverage form, Contractor must attach a copy of the coverage form to its certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Contractor and any subcontractors under this Contract.
 - OR
 - (2) ISO endorsement CG 20 10 will be issued, prior to the beginning of any work or other performance by Contractor under this Contract, to the City and its officers, employees, agents, assigns, and volunteers naming them as an

additional insured under the general liability coverage. A copy of the binder confirming the issuance must be attached to the certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Contractor and any subcontractors under this Contract.

However, if B (1) or (2) cannot be provided, the City's Risk Manager, in such Manager's sole discretion, may approve such other certificate of insurance or insurance document(s) that the Risk Manager deems acceptable.

C. The minimum insurance policies and/or coverages that shall be provided by the Contractor, including its subcontractors, include the following:

(1) Commercial General Liability: \$1,000,000.00

\$1,000,000.00 General Aggregate Limit (other than Products/Completed Operations).

\$1,000,000.00 Products/Completed Operations Aggregate Limit.

\$1,000,000.00 Personal Injury Liability (including liability for slander, libel, and defamation of character).

\$1,000,000.00 each occurrence limit

(2) Automobile Liability: \$1,000,000.00 combined single limit with applicable endorsement to cover waste cargo.

(3) Workers' Compensation and Employer's Liability:

Workers' Compensation: statutory coverage for Virginia

Employer's Liability:

\$100,000.00 Bodily Injury by Accident each occurrence

\$500,000.00 Bodily Injury by Disease Policy Limit.

\$100,000.00 Bodily Injury by Disease each employee.

3(A) Professional Liability coverage in an amount of not less than \$1,000,000 per occurrence and in the aggregate. Coverage may be written on an occurrence or claims made coverage form. However, if a claims made coverage form is used; coverage must remain in effect for a minimum of 3 years after the Contractor's work is concluded.

- (4) The required limits of insurance for this Contract may be achieved by combining underlying primary coverage with an umbrella liability coverage to apply in excess of the general and automobile liability policies, provided that such umbrella liability policy follows the form of the underlying primary coverage.
- (5) Such insurance policies and/or coverages shall provide for coverage against any and all claims and demands made by a person or persons or any other entity for property damages or bodily or personal injury (including death) incurred in connection with the services, work, items, and/or other matters to be provided under this Contract with respect to the commercial general liability coverages and the automobile liability coverages. With respect to the workers' compensation coverage, Contractor's and its subcontractors' insurance company shall waive rights of subrogation against the City and its officers, employees, agents, assigns, and volunteers.
- (6) Contractor shall provide such other insurance policies and/or coverages that may be required by other parts of this Contract. If required by the Contract, such policies and/or coverages could include, but are not limited to, Errors and Omissions/Professional Liability, Crime/ Fidelity, Environmental and/or Pollution, Builder's Risk, Umbrella/Excess.

D. Proof of Insurance Coverage:

- (1) Contractor shall furnish the City with the above required certificates of insurance showing the type, amount, effective dates, and date of expiration of the policies.
- (2) Where waiver of subrogation is required with respect to any policy of insurance required under this Section, such waiver shall be specified on the certificate of insurance.

E. Insurance coverage shall be in a form and with an insurance company approved by the City, which approval shall not be unreasonably withheld. Any insurance company providing coverage under this Contract shall be authorized to do business in the Commonwealth of Virginia.

F. The Contractor's insurance policies and/or coverages shall not contain any exclusions for the Contractor's subcontractors.

G. The continued maintenance of the insurance policies and coverages required by the Contract is a continuing obligation, and the lapse and/or termination of any such policies or coverages without approved replacement policies and/or coverages being obtained shall be grounds for termination of the Contractor for default.

- H. Nothing contained in the insurance requirements is to be construed as limiting the liability of the Contractor, and/or its subcontractors, or their insurance carriers. The City does not in any way represent that the coverages or the limits of insurance specified are sufficient or adequate to protect the Contractor's interest or liabilities, but are merely minimums. The obligation of the Contractor, and its subcontractors, to purchase insurance shall not in any way limit the obligations of the Contractor in the event that the City or any of those named above should suffer any injury or loss in excess of the amount actually recoverable through insurance. Furthermore, there is no requirement or obligation for the City to seek any recovery against the Contractor's insurance company before seeking recovery directly from the Contractor.

END

**EXHIBIT 2
TO CONTRACT
BETWEEN CITY OF ROANOKE AND
FOR E911 COMMUNICATIONS RECORDING SYSTEM**

REFERENCE: RFP# 17-02-10

SCOPE OF SERVICES

The following are the services and/or items that the Successful Offeror will be required to provide and such services are to be included in the bids.

The services, work, and/or items that the Contractor shall provide in a timely and proper manner in accordance with the Contract include, but are not necessarily limited to, the following:

THE FINAL SCOPE OF SERVICES WILL BE NEGOTIATED WITH THE SUCCESSFUL OFFEROR.

**ATTACHMENT B
TO
RFP 17-02-10**

PROPOSAL RESPONSE AND CHECKLIST

Fully complete the following pages and submit along with Page 2 (Signature Page) of the RFP and all applicable attachments.

I. General Information

Offeror's (Legal Business) Name: _____

Doing Business As (If Different Name): _____

Person to Contact Regarding this RFP (Name): _____

Telephone Number: () _____

Email Address: _____

Check type of organization:

Corporation ____

Partnership ____

Sole Proprietor (Individual) ____

other (describe) _____

If Sole Proprietor (individually owned), number of years in business: ____

Have you ever operated under another name? Yes ____ No ____

If yes -

Other name:

Number of years in business under this name:

State license number under this name:

II. Organization of Firm

The Offeror should submit as **Attachment 1** at a minimum the length of time in the business, corporate experience, strengths in the industry, business philosophy, and a description of the organizational structure of the firm; a description of the organizational structure for the management and operation of the services requested and/or provision of the items referred to in this RFP, including an organizational chart denoting all positions and the number of personnel in each position.

III. Financial Condition of Offeror

The sufficiency of the financial resources and the ability of the Offeror to comply with the duties and responsibilities described in this RFP.

The Offeror shall submit as **Attachment 2**, a current annual financial report and the previous year's report and a statement regarding any recent or foreseeable mergers or acquisitions. Financial statements may be marked as "confidential" in accordance with the requirements set out in Section 3(G) of this RFP.

IV. Experience

The Offeror shall submit as **Attachment 3**, a narrative of their firm's experience in providing the services and/or items in this RFP, including type of business, business location, and number of years in business.

V. References

Each Offeror should provide as **Attachment 4**, the names, addresses, and telephone numbers of at least three (3) references in connection with supplying the services or items requested in this RFP, especially from other local government operations similar to those being requested in this RFP by the City. Each reference should include organizational name, official address, contact person, title of contact, and phone number.

VI. Proposed Solution

Each Offeror should provide as **Attachment 5**, a description of its proposed solution including but not limited to Implementation Plan, Project Schedule, Training Plan, Maintenance Schedule and Pricing, Warranty details, and a completed Desired Functionality Form (Attachment C).

VII. Conditions of Offeror's Proposal

Offeror shall submit as **Attachment 6**, any conditions to the Offeror's proposal or exceptions to the sample contract, other than exceptions to any liability provisions, which will be considered during negotiations (Attachment A to the RFP).

VIII Conflict of Interest

_____ Offeror, owner, officer, employees, agents and immediate family members are not now, and have not been in the past year, an employee of the City of Roanoke or has no responsibility or authority with the City that might affect the procurement transaction or any claim resulting therefrom.

OR

State the complete name and address of each such person and their connection to the City of Roanoke. Each Offeror is advised that the Ethics in Public Contracting and Conflict of Interests Act of the Virginia Code, as set forth in Section 4 (L) of the RFP, apply to this RFP.

Name

Address

IX. Convictions and Debarment

If you answer yes to any of the following, state on **Attachment 7** the person or entity against whom the conviction or debarment was entered, give the location and date of the conviction or debarment, describe the project involved, and explain the circumstances relating to the conviction or debarment, including the names, addresses and phone numbers of persons who might be contacted for additional information.

1. In the last ten years has your organization or any officer, director, partner, owner, project manager, procurement manager or chief financial officer of your organization:
 - a. ever been found guilty on charges relating to conflicts of interest?
Yes ____ No ____

2. a. Is your organization or any officer, director, partner or owner currently debarred or enjoined from doing federal, state or local government work for any reason?
Yes ____ No ____

- b. Has your organization or any officer, director, partner or owner ever been debarred or enjoined from doing federal, state or local government work for any reason?
Yes ____ No ____

X. Compliance

If you answer yes to any of the following, give the date of the termination order, or payment, describe the project involved, and explain the circumstances relating to same, including the names, addresses and phone numbers of persons who might be contacted for additional information on **Attachment 8**.

1. Has your organization:
- a. ever been terminated on a contract for cause?
Yes ____ No ____

XI. Confidential & Proprietary Information

Identify the section and page number of any information in your proposal that has been identified as confidential, proprietary or a trade secret (see Section 4(A) of the RFP.

Page Number	Section	Description of Confidential and/or Proprietary Information
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Offeror shall provide one redacted copy of its proposal fit for public dissemination, in the event the City must respond to a Freedom of Information Act request. The redacted copy of Offeror's proposal shall be provided on CD or other electronically transferable media and shall be redacted to protect any confidential and/or proprietary information and shall be labeled as such. **Offeror shall not mark its entire proposal as confidential and/or redact the entire proposal; doing so may result in the disqualification of Offeror's proposal.**

Attachments:

The following items should be included with your RFP response. Place a check mark on the line next to each applicable item submitted with your proposal. Write N/A (not applicable) on the line next to those items that do not apply to your response.

Signature Page (Pg. 2) of RFP	_____
Removable Media Containing Redacted Version of Proposal	_____
Attachment B (Proposal Response And Checklist) to RFP 17-02-10	_____
1. Organization of Firm	_____
2. Financial Reports	_____
3. Experience	_____
4. References	_____
5. Proposed Solution	_____
Implementation Plan	_____
Project Schedule	_____
Training Plan	_____
Maintenance Schedule/Pricing	_____
Warranty details	_____
6. Conditions of Proposal (If Applicable)	_____
7. Debarment Explanation (If Applicable)	_____
8. Compliance Explanation (If Applicable)	_____

ATTACHMENT C

TO

RFP#17-02-10

DESIRED FUNCTIONALITY FORM

Below Offerors will find an itemization of desired functionality for the requested E911 Communication Recording System.

Offerors should include in the Comments/Explanation column below details regarding if its proposed solution meets the requested functionality and by what means the solution meets the functionality. Details should include, but not be limited to, if the functionality is native to the proposed solution or requires third-party software. Should the proposed solution requires third-party software, etc., Offerors should include those additional details and costs its proposal.

Functionality	<u>Comments / Explanation</u>
System capacity and design	
1. Ability to record 15 console phone positions	
2. Expansion ability to add up to 11 additional console phone positions (total of 26)	
3. Ability to record 5 IP phone positions in administrative offices	
4. Expansion ability to add up to 5 additional IP phone positions (total of 10)	
5. Ability to record 20 IP E-911 trunks independent of phone positions	
6. Ability to record 16 administrative trunk lines	
7. Ability to record 4 out-going administrative trunks	
8. Ability to record 22 ring down trunks	
9. Ability to record 47 P25	

trunked talk groups	
10. Ability to record 45 analog trunked talk groups	
11. Ability to record 35 conventional radio channels through Motorola CCGW interface.	
12. System should use fault-tolerant RAID-5 local storage sub-system	
13. Any Network Attached Storage should also be RAID-5.	
14. System should be an open-architecture design using Commercial-Off-The-Shelf (COTS) internal components	
15. System should be capable of 365 days of on-line storage with automatic purging of recordings that exceed a user-defined retention period.	
16. System should operate over 100BaseT Ethernet utilizing TCP/IP.	
17. The system should be designed with hot-swappable powers supplies	
18. Any required line interfacing should be included with the system.	
19. The system should be rack-mountable using standard 19" racks. The vendor should include optional pricing for sufficient racks to house complete system components (including all servers, speakers, and display/keyboards)	
20. If multiple modules/servers are employed in the system, the software should be capable	

of monitoring and retrieving from all modules/servers in a unified manner.	
21. The system should recognize record activation by VOX, hook voltage, or dry contact closure on a per channel basis.	
22. The system should store recordings on Network Attached Storage in addition to servers.	
23. The system should be integrated with the existing center master clock (Spectracom Netclock 9383) and use this time for all call records and other events	
24. System reliability is paramount. Describe how your system design mitigates any single failure from preventing recording of any channels.	
25. The city may elect to procure server hardware and operating system software independently. The Offeror should price server hardware and common server software as options and clearly define hardware requirements	
26. System should be capable of recording SMS (Text-2-911) transcripts including media attachments (MMS) from the Power 911 phone system.	
System Software	
27. The system design should provide multiple levels of security down to the channel level.	
28. Security settings should be assigned by group or individual	

29. Audio-files should be written to media in a secure manner. It should not be possible to delete a recording other than by trained service staff.	
30. Administrative functions and supervisory functions such as scenario reconstruction, call tagging, live monitoring, recording export, etc. should be installed separately from the instant recall function required at every position.	
31. All recordings should be cataloged to include date/time, source and any caller identification (whether 911 ANI/ALI or administrative Enhanced Caller ID) and Radio ID/Alias and talk group.	
32. All phone recordings should be cataloged with associated CAD incident numbers.	
33. System should be capable of searching the call catalog for phone recordings by date/time, channel number, channel name, caller identification (Caller ID or ANI), Telecommunicator ID and/or name, Street Address, Caller Name, Class of Service, Phase 2 coordinates, and Memo field.	
34. System should be capable to search the call catalog for radio transmissions by date/time, duration, channel number, channel name, talk group number, talk group name, radio ID/alias or memo field.	
35. System should display the fields listed above and allow	

the user to sort by any field and change order in which fields are displayed on the screen.	
36. The system should decode and store any DTMF digits with the recorded call.	
37. The system should allow a user to define groups of channels for searching that can be stored and recalled on a per-user basis independent of which workstation used to access the system.	
38. The system should allow a user to save search settings that can be recalled on a per-user basis independent of which workstation used to access the system.	
39. A system-wide audit trails is provided to show all activity to include which users and have replayed which recordings and when.	
40. System should have the ability to recreate “scenarios” of recordings that include associated telephone and radio recordings.	
41. The system should be able to simultaneously record and play back or live monitor.	
42. System should not segment recordings when there is extended silence during a call. System should not combine recordings of back to back calls which have little or no silence between calls.	
43. The system should have the capability of multi-channel synchronized replay. It should be possible to play up to 16	

channels of simultaneous recordings at all positions.	
44. The system should have the capability of concatenating recordings from the same or different channels for replay or export as a combined file.	
45. The system should have a graphical representation of each segment of a multi-channel recording/scenario.	
46. The system should have a spoken date/time feature when can be user enabled. When enabled the spoken time announcement should occur at the beginning and end of each file.	
47. The user should be able to enable or disable auto-skip of silent periods during replay and export.	
48. The user should be able to add annotations to specific time points within recordings (e.g. the note "shots fired" tagged to the point of "1 minute, 32 seconds" within the recording) that are saved with the recording and any exported file.	
49. The user should have the ability to edit or redact portions of a recording and the edited recording saved on the system for later recall without affecting the original unedited recording.	
50. The user should be able to export any recording or group or recordings/scenarios as a file on their local workstation. The file should be playable on any workstation without the need for proprietary	

decompression algorithms.	
51. The user should be able to include edited/redacted recordings as part of exported recordings/scenarios.	
52. The user should be able to create an optional password that is required for playback of any exported recording or group of recordings/scenarios.	
53. The user should be able to create an audio-CD with a copy of the recorded call(s) or complete scenario.	
54. When playing back multiple simultaneous calls the user should have the ability to mute or adjust the volume of each channel independently.	
55. The user should be able to add comments about a recording in a searchable memo field.	
56. Instant Recall software should allow a Telecommunicator to replay recent recordings. The instant recall software should allow playback even if the call is still in progress.	
57. Instant Recall software should be installed at all call taker and dispatcher positions.	
58. Instant Recall software should allow playback of the last 60 minutes of recordings and optionally allow playback of up to 12 hours of recordings	
59. Instant Recall software should allow the user to show details on the call including ANI/ALI or CallerID information and date/time and channel	

name and number.	
60. Playback and scenario reconstruction functions should be available through a web-interface not requiring installation of vendor specific software	
System Diagnostics	
61. The system should perform diagnostics on boot-up and on-going self-checks	
62. The system should provide an error log to keep track of alerts, error messages and failures.	
63. The system should have audible and visual alarms that sound at a remote workstation in the event of an alert or failure. The user should have the option of muting the alarm.	
64. The system should be able to detect if a phone line or other recording source becomes disconnected.	
ANI/ALI Integration	
65. The system should be integrated with the Positron Viper system to receive caller data from ANI/ALI system and Enhanced CallerID	
66. The data received should be parsed and stored in the call catalog in appropriate searchable fields for the associated recordings.	
67. The following data should be captured when available: ANI Caller Name Street Address City	

Class of Service Wireless Phase 1 callback number Wireless Phase 2 coordinates	
68. The system should provide a way for the user to print the call details listed above.	
Radio System Integration	
69. The system should capture the 800 MHz radio control channel information and parse the data and store it in the call catalog in the appropriate fields for the associate recordings.	
70. The following data should be captured when available: Radio ID or Alias Talk group ID Talk group Name RF Channel number or name Radio status such as Emergency Activation	
71. The system should be able to properly record patches and multi-selects and be searchable for any talk group associated with the patch or multi-select.	
72. Each radio transmission should be recorded as a separate recording.	
73. The system should allow seamless replay of a talk group regardless of the number of RF trunks a conversation may span.	
74. The system should allow the system administrator the ability to select which talk	

groups are enable for recording. Minimum number of talk groups to be recorded is 64 with expansion up to 128.	
75. Vendor should provide optional pricing for any necessary hardware and software required to radio integration. This includes Genesis Genwatch3 or Motorola servers/interfaces. This includes any radio equipment, RF modems, power supplies and antennas.	
Reports	
76. The system should include a statistical reporting feature	
77. The system should include pre-defined reports including report of number of recordings and recording time by channel for a specific time and date range.	
78. The system should allow the user to create custom or ad-hoc reports.	
79. Reports and graphs should be exportable for easy viewing and distribution. Export formats should include Microsoft Excel (xls) and Adobe Acrobat (PDF)	
Quality Assurance Software	
80. System should have a software package for managing quality assurance checks.	
81. System should have the ability to record "screen shots" or key strokes, mouse movement, etc. of the CAD workstations to be associated with recording scenarios. Must	

be compatible with existing CAD workstations	
82. Package should have the ability to select recordings and screen shots and link them to a scenario	
83. Package should have the ability to export these scenarios for quality assurance review	
84. Package should have the ability to create custom forms or checklists to be used in performing quality assurance checks.	
85. Package should record data and comments entered during the quality assurance review	
86. Package should have a statistical reporting feature with pre-defined reports and allow user to create custom or ad-hoc reports on any data field.	

**ATTACHMENT D
TO
RFP 17-02-10**

CARDS PAYABLE APPLICATION

The City of Roanoke is committed to effective and efficient use of its financial resources. To support this commitment, the City implemented an electronic Card Payables program to streamline the accounts payable process. This program will allow the use of MasterCard Virtual Card Numbers (VCNs) from a well-known banking institution, Fifth Third Bank, to make electronic payments.

A unique VCN number will be issued for each invoice transaction. The VCN will be issued by the City upon approval and delivered via secure email from the Bank to the designated individual of the applying company (applicant). Instructions will be provided on how to retrieve the assigned VCN and how to provide the required invoice detail. The VCN can be processed through a normal point of sale (POS) terminal. Upon acceptance of this payment arrangement the applicant will need to ensure the Bank's email address is allowed through its organization's security firewall.

By accepting the Bank's Card Payables VCN as a form of payment, the applicant may also take advantage of the following Purchasing Card benefits:

- ***Improved cash flow*** - receive payment in 48 – 72 hours from invoice approval
- ***Reduced credit and collection expenses*** – reduce administrative costs incurred on collections and late payments
- ***Rate Improvement*** – potential eligibility for favorable Bank discount rates

Please complete page 2 of this attachment and return it along with your bid form so we can update our vendor records. *Your acceptance of this method of payment will have no bearing on the evaluation or award of this solicitation.*

A confirmation email with additional information and instructions will be sent from accounts.payable@roanoke.gov.

The City is committed to this initiative and encourages support from its vendors. The program should prove beneficial to both of the City and vendor organizations.

Please address any questions to Rene Satterwhite at 540-853-5209 or rene.satterwhite@roanokeva.gov.

Please complete the following information and return along with bid form:

- I agree to accept Card Payables VCNs as a form of payment from the City of Roanoke
Yes ☐ No ☐ (Credit Card transaction fees may apply)
- I agree to accept Purchasing Cards as a form of payment and am a current MasterCard merchant acceptor.
Yes ☐ No ☐ (Credit Card transaction fees may apply)
- I would like to be contacted to become a MasterCard acceptor or to discuss my current merchant processing arrangement:
Yes ☐ No ☐

Company Name: _____

TIN _____

Contact Name: _____

Address: _____

City, State, ZIP _____

Email Address: _____

Fax Number: _____

Phone Number: _____

Signed: _____

Title: _____

Date: _____

-----For office use only-----

Vendor # _____ Email verification sent _____ Entered/by Date Advantage _____

Entered/by Date 5th 3rd Direct _____

Approved AP Supervisor _____

Approved Accounting _____